

COZI TV Network ("COZI TV")
Affiliation Agreement Binding Term Sheet
TTBG Houston Opco, LLC/KUBE-TV/Houston TX
3/13/12

Corporate Entity: TTBG Houston Opco, LLC
2401 Fountain View Drive, Suite 300
Houston, TX 77057

Contact: JD Huey (GM) (713) 467-5757, jdhuey@kubetv.com

Station(s) & DMA(s): KUBE-TV/Channel 57.5 (Digital 41)/ Houston, TX

FCC Licensee: TTBG/KAZH License Sub, LLC

Term: Commencing on or before June 1, 2013 and terminating May 31, 2016, except that (i) both COZI TV and Station shall have early termination rights if Station has not obtained carriage in 80% of cable households in the Station's DMA by December 1, 2013, which termination right may be exercised by providing the other party with thirty (30) days written notice after December 1, 2013 or (ii) COZI shall have early termination rights if the COZI TV Network discontinues operation and ceases to exist which may be exercised as of September 30, 2014 by providing Station with ninety (90) days written notice.

Programmed Time Periods: 24/7; Monday through Sunday 6:00am – 5:59am

Broadcast Rights: Over the air, linear simulcast broadcast rights and the right to authorize simultaneous retransmission of the over the air, linear broadcast to cable operators and Verizon Fios; other distribution is subject prior approval by COZI TV. Upon the prior written approval of COZI TV (which approval may be given by e-mail), the broadcast of the COZI TV linear feed may be simulcasted by Station on its primary channel, solely in the Station's community of license; provided that, such simulcast must be done on a simultaneous basis and must be the same exact COZI TV linear feed (including commercial inventory) running on the Channel identified above.

Program Clearance: Full, in pattern clearance of all COZI TV programming as set forth in the Program Grid attached hereto as Schedule I. Except for the below Preemptions, clearances are subject only to preemptions strictly in accordance with FCC rules and regulations.

Preemptions: Station may, but is not obligated to, preempt the following time periods (total 16 hours per week) for local programming and/or news:

1. M-F 7am-7:58am EST [programming or infomercials]
2. One of the following two time periods M-F [no infomercials]
 - a. 7pm-7:58pm EST
 - b. 12:00am-1:00am EST
3. Total two hours a week [no infomercials]
 - a. Saturday 5pm-5:58pm EST
 - b. Sunday, 5pm-5:58pm EST
4. Saturday and/or Sunday-up to 4 hours in the aggregate between the times of 8am-11:58am EST [programming or infomercials]
5. Local Sports: with COZI TV pre-approval, which shall not be unreasonable withheld. Preemption time periods in this Section 5 are subject to change upon prior advance notice. Station must send a notice to COZI TV before the beginning of each calendar quarter

detailing which timeslots will be preempted and the sports programming show name that will broadcast in each preemption time period.

Local Inventory:

Station shall receive an average of 5 minutes per hour of local inventory except for:

1. Station retains all inventory except for that last 2 minutes of the hour during Station's local content Preemption time periods
2. Local inventory allocation varies depending on age group for E/I children's programming; Station will be given advance notice on a quarterly basis
3. No local inventory in National Paid Programming

Conditions to Broadcast:

Stations shall not make any deletions from, or additions or modifications to, any COZI TV Program or any commercial, identification, program promotion or production credit announcement or other interstitial material contained therein, nor broadcast any commercial or other announcements (except emergency bulletins) during any such program, without COZI TV's prior written authorization. Stations shall broadcast each COZI TV Program from the commencement of network origination until the completion of the COZI TV Programming, including, but not limited to credits. COZI TV shall not be required to re-deliver any COZI TV digital feeds or programming to Station after original delivery thereof to Station. Nothing herein prevents or hinders Station from (1) rejecting or refusing programming which the Station reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest or (2) substituting a program which, in the station's opinion, is of greater local or national importance.

Branding:

COZI TV and Stations agree to on-air promotion, unified graphic design, use of COZI TV logo and identification which must be compliant on-air with published regulations in a cooperative effort to brand as a COZI TV in accordance with COZI TV's requirements.

Promotion:

COZI TV will market its programming on an ad hoc basis across national media properties and maintain a COZI TV website and social media offerings. Station shall use its best efforts to contribute a total of up to 15 gross rating points per month (Households) of COZI TV promotion on the Station's primary channel. If requested, stations shall provide COZI TV with appropriate documentation quarterly to substantiate GRP delivery. Station shall provide on its website home page a link to its COZI TV marketing page or to the network COZI TV website. Station agrees not to promote on the COZI TV channel a competing multicast channel.

Retransmission Consent:

No Station shall authorize, cause, or permit, without COZI TV's consent, any COZI TV Program or other material furnished to Station hereunder to be recorded, duplicated, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Station as provided herein. Notwithstanding the foregoing, Stations shall not be restricted in the exercise of its signal carriage rights pursuant to any applicable rule or regulation of the FCC with respect to retransmission of its broadcast signal by any cable system or multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, which (a) is located within the DMA in which Station is located, or (b) was carrying Station's signal as of April 1, 1993, or (c) with respect to cable systems, serving an area in which Station is "significantly viewed" (as determined by the FCC) as of April 1, 1993; provided, however, that any such exercise pursuant to FCC Rules with respect to COZI TV Programs shall not be deemed to constitute a license by COZI TV. COZI TV reserves the right to restrict such signal carriage with respect to COZI TV Programming in the event of a change in applicable law, rule or regulation.

Digital Programming/

Spectrum:

Station shall carry the digital feed of COZI TV Programming as a digital multicast sub-channel within the Station's 6 MHz digital television service licensed by the FCC as a standard definition multicast consistent with ATSC technical standard in the technical format provided by COZI TV. The Station shall broadcast COZI TV in a 16:9 aspect ratio standard definition format with parameters where possible that ensure clear viewing and audio reception of the programming by viewers.

In order to provide the highest possible video and audio quality, Station shall use reasonable commercial efforts to employ state-of-the-art video and audio compression and statistical multiplexing ("statmux") technologies in its primary and multicast channels. If Station broadcasts COZI TV as part of an over-the-air statistical-multiplex, it shall use the following video bitrate parameters for the statistical-multiplex control: 500 kbps minimum and 3.0 Mbps nominal, using a statistical multiplex priority no less than any other multicast sub-channel. If COZI TV is encoded at a constant bitrate, the video bitrate shall be set at 3.0 Mbps or higher. Station shall inform COZI TV of its encoding and statmux technical parameters, and if COZI TV has technical quality concerns about COZI TV programming, the parties agree to work in good faith to resolve such concerns.

If not specified above, Station shall identify in writing to COZI TV, the digital multicast sub-channel on which it intends to carry COZI TV. During the Term, Station may not move the COZI TV feed to another digital multicast sub-channel, without the prior written consent of COZI TV, which shall not be unreasonably withheld.

**Technical Specs/
Equipment:**

Station shall be responsible for the purchase of all equipment needed to meet COZI TV's technical specifications, excluding the purchase of the receiver, which COZI TV will provide and continue to own, and shall meet the technical standards set forth in Schedule II attached hereto.

Assignment:

Except for the pending FCC license transfer application to NRJ TV Houston Opco, LLC ("NRJ"), Station may not assign or transfer this agreement without the prior written consent of COZI TV. Stations shall immediately notify COZI TV in writing if any application is made to the FCC pertaining to an assignment or a transfer of control of Stations' license. Station will advise COZI TV when the sale to NRJ closes and NRJ will assume in its entirety all the rights and obligations as set forth in this Binding Term Sheet.

Indemnity:

COZI TV shall indemnify, defend and hold Station harmless from and against all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of the use by Station, in accordance with this Agreement, of any COZI TV Program or other material as furnished by COZI TV hereunder, provided Station promptly notifies COZI TV of any claim or litigation to which this indemnity shall apply and that Station cooperates fully with COZI TV in the defense or settlement of such claim or litigation. Similarly, each Station shall indemnify, defend and hold COZI TV harmless with respect to (x) material added to or deleted from any program by Station, and (y) any programming or other material broadcast by the Station and not provided by COZI TV hereunder, provided that COZI TV promptly notifies Station of any claim or litigation to which this indemnity shall apply and that COZI TV cooperates fully with the Station in the defense or settlement of such claim or litigation.

Miscellaneous:

COZI TV will provide ID's that can be localized (e.g. COZI TV on KAAA). Affiliate may customize COZI TV's ID one time per hour. Further, certain original COZI TV programming may be broadcast on Station's primary channel, subject to COZI TV's prior consent.

Confidentiality:

Stations agree to keep the terms and conditions of this term sheet and any resulting agreement between the parties strictly confidential except as may be required by law. Further, Stations and Licensees agree not to publicly announce the affiliation agreement without the prior written consent by COZI TV.

Additional Terms

The parties will negotiate and execute a definitive long-form agreement, which will include the terms set forth above as well as the terms and conditions generally included in a broadcast network affiliation. Until such agreement is executed by the parties, this term sheet shall be binding and shall continue in full force and effect.

By signing where indicated below, Station agrees to each of the provisions expressed in this term sheet. Station acknowledges and agrees that the terms of this term sheet bind the parties when signed by an authorized signatory of COZI TV.

Accepted and Agreed:

STATION

TB& Houston Ppco, LLC

By: *David Pulido*
Name: DAVID PULIDO
Title: Exec. VP

**NBC OWNED TELEVISION STATIONS, A DIVISION OF
NBCUNIVERSAL MEDIA, LLC**

By: *Meredith Meowx*
Name: Meredith Meowx
Title: VP COZI

SCHEDULE 1

Weekday Schedule (schedule subject to change) All Times Eastern

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
5:00 AM	5:00 AM	5:00 AM	5:00 AM	5:00 AM	5:00 AM
5:30 AM	5:30 AM	5:30 AM	5:30 AM	5:30 AM	5:30 AM
6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
6:30 AM	6:30 AM	6:30 AM	6:30 AM	6:30 AM	6:30 AM
7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM
7:30 AM	7:30 AM	7:30 AM	7:30 AM	7:30 AM	7:30 AM
8:00 AM	8:00 AM	8:00 AM	8:00 AM	8:00 AM	8:00 AM
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3:30 AM	3:30 AM	3:30 AM	3:30 AM	3:30 AM	3:30 AM
4:00 AM	4:00 AM	4:00 AM	4:00 AM	4:00 AM	4:00 AM
4:30 AM	4:30 AM	4:30 AM	4:30 AM	4:30 AM	4:30 AM
5:00 AM	5:00 AM	5:00 AM	5:00 AM	5:00 AM	5:00 AM

Weekend Schedule (schedule subject to change)
All Times Eastern

	SATURDAY	SUNDAY
5:00 AM	Paid	Paid
5:30 AM	Paid	Paid
6:00 AM	Lassie	Lassie
6:30 AM	Lassie	Lassie
7:00 AM	Lone Ranger	Lone Ranger
7:30 AM	Lone Ranger	Lone Ranger
8:00 AM	Hopalong Cassidy	Bonanza
8:30 AM		
9:00 AM	Hopalong Cassidy	Bonanza
9:30 AM		
10:00 AM	Children's/EI	Children's/EI
10:30 AM	Children's/EI	Children's/EI
11:00 AM	Children's/EI	Children's/EI (Preempt Opp)
11:30 AM	Children's/EI	Children's/EI (Preempt Opp)
12:00 PM		
12:30 PM	Weekend Movie	Weekend Movie
1:00 PM		
1:30 PM		
2:00 PM		
2:30 PM		
3:00 PM	Weekend Movie	Classic Series Mini Marathon (example: Charlie's Angles, Magnum PI, etc.)
3:30 PM		
4:00 PM		
4:30 PM		
5:00 PM	Original Encores (Preempt Opp)	Original Encores (Preempt Opp)
5:30 PM		
6:00 PM	Highway to Heaven	Highway to Heaven
6:30 PM		
7:00 PM	George to the Rescue	1st Look
7:30 PM	House Smarts	NY Live recap
8:00 PM	Open House	Premiere Originals
8:30 PM	Open House NYC	Family Night
9:00 PM		Family Style
9:30 PM	Border	Love that Look
10:00 PM		1st Look
10:30 PM	The Collector	Late Night Bites
11:00 PM		
11:30 PM		Premiere Originals Encores
12:00 AM	PRIME MOVIE	Premiere Originals Encores
12:30 AM		
1:00 AM		Original Encores
1:30 AM	NY LIVE recap	
2:00 AM	Border	The Collector
2:30 AM		
3:00 AM		
3:30 AM	MOVIE	MOVIE
4:00 AM		
4:30 AM		

SCHEDULE 2



Technical Information

Distribution:

SATELLITE:	AMC 1, Transponder 7, Ku Band
TRANSPONDER POLARIZATION:	Horizontal
ORBITAL LOCATION:	103 degrees West Longitude
ENCRYPTION SYSTEM:	Not Encrypted
DOWNLINK FREQUENCY:	11840 MHz
LO FREQUENCY:	10750MHz
SYMBOL RATE:	30.0
FEC:	5/6
MODULATION MODE:	8PSK DVB S2
VIRTUAL CHANNEL TABLE:	NA
CHANNEL NUMBER:	7 OTS Channel (COZI)
MPEG SERVICE NUMBER:	NA
INPUT RF PORT:	NA
Local Commercial DTMF Cue Tones:	PID 782 CH1: • START: 686* • STOP: 686# • (8 second pre-roll)
Local Station ID DTMF Cue Tone	PID 782 CH2: 011* (no pre-roll)
Format	SD, 16x9 Stereo (Audio 1 PID 781)

IRD:

- Required receiver: Ericsson RX8200/BAS/2 | cost: \$2670 | must specify to feed HD or SD channel chain
- Ericsson contact: Edward.Giovannini@ericsson.com | mention it is for COZI TV
- Tech Support: 888-671-1268 | M-F 8a – 6p Eastern

DLINK	AMC-1/9Ku (11880 MHz) Symbol Rate:30.0Msy FEC 5/6 Mod: 8PSK DVB S2							
PGM ID	Service	Service Name	Video PID	Audio 1 PID	Audio 2 PID	Audio 3 PID	AUDIO 4 PID	VANC PID
7	COZI	COZI Network	713	711	712			

NOTE: The COZI TV Network will be distributed in 16x9 ANAMORPHIC SD. The IRD and options have been specified to accommodate this distribution format, and can also be upgraded for HD in the event of a future transition.

Station shall carry the digital feed of COZI TV Programming as a digital multicast sub-channel within the Station's 6 MHz digital television service licensed by the FCC as a standard definition multicast consistent with ATSC technical standard in the technical format provided by COZI TV. The Station shall broadcast COZI TV in a 16:9 aspect ratio standard definition format with parameters where possible that ensure clear viewing and audio reception of the programming by viewers.

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Technical Contact Info:

Brian Celecia - Director of Production, Operations & Technology

212-413-6864

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